

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

1. <b>DEBBIE M. WILLSON,</b>	)	
	)	
<b>Plaintiff,</b>	)	
v.	)	<b>CIV-10-1291-M</b>
	)	
1. <b>OPPORTUNITIES, INC.,</b>	)	
	)	
<b>Defendant.</b>	)	<b>JURY TRIAL DEMANDED ATTORNEY LIEN CLAIMED</b>

**STIPULATION AND ORDER OF CONFIDENTIALITY  
FOR PROTECTION OF DOCUMENTS AND INFORMATION**

The parties to this action recognize that discovery may require the parties to divulge information which a party considers confidential, including personal information regarding (a) non-parties, (b) current and former employees of Defendant and d) Plaintiff. To expedite the flow of discovery material, promote the prompt resolution of disputes over confidentiality, and facilitate the preservation of the confidentiality of material deemed worthy of protection,

IT IS HEREBY STIPULATED AND AGREED, by and among the undersigned attorneys that:

1) This Stipulation governs the handling of all information contained in documents, deposition testimony, deposition exhibits, answers to interrogatories, requests for admissions and other written, recorded or graphic matter (“Discovery Materials”) produced by or obtained by any party during the proceedings in this action that is designated as “Confidential” pursuant to Paragraph 3 hereof.

2) All “confidential” discovery materials produced in this action by a person or entity (“Producing Person”) shall be used only for the purpose of this litigation and not for any business or other purpose whatsoever.

3) Any Producing Person may designate any Discovery Materials produced by it or its employees, experts or agents in this action as “Confidential” by stamping the document “Confidential” or by otherwise advising, in writing, the person to whom the Discovery Material is being produced that it is confidential. Any party may designate a deposition transcript or any portion thereof “Confidential” either by requesting on the record that the transcript be so designated or by notifying the other parties in writing within ten (10) days of receiving the deposition transcript that it is so designating the transcript or any portion thereof. All deposition transcripts shall be “Confidential” for ten (10) days following the receipt of the transcript to afford the parties the opportunity to designate the transcript or portions thereof “Confidential.” As used herein, the term “Confidential Materials” means any or all material containing proprietary information, medical records, and financial documents, including but not limited to tax records. Any party may challenge the designation of any Discovery Material as confidential by making a motion seeking to remove such confidential designation. The parties shall attempt in good faith to resolve any disputes concerning the appropriateness of a Confidential designation informally prior to seeking the Court’s assistance.

4) No person to whom Confidential Materials are disclosed shall disclose such materials or the contents of such materials to any person to whom disclosure is not

authorized by the terms hereof.

5) Confidential Materials or the contents thereof shall not be given, shown, made available, communicated or otherwise disclosed to anyone other than the Court, the undersigned counsel for the parties to this action, their paralegals, stenographic and clerical personnel of such counsel, experts specifically retained by the parties for purposes relating to this litigation, parties and officers and employees of the parties in this action, witnesses and potential witnesses, except: (a) with prior written approval of the Producing Party or its attorneys; or (b) upon further order of the Court and after notice to all parties. This restriction shall not apply to the Producing Person, who may use the material for any business or other purpose.

6) Nothing contained herein shall be deemed to preclude Producing Person from seeking additional protection with respect to confidential, privileged or work-product material, or for any other reason, from making any objection during the pendency of this action with respect to the introduction of any document, information or testimony into evidence or with respect to whether such document, information or testimony is relevant or material. Production of the Confidential Materials subject to the terms of this Confidentiality Stipulation shall not be deemed a waiver of any objection concerning the admissibility of the Confidential Materials.

7) Prior to any disclosure of Confidential Materials to witnesses and/or potential witnesses pursuant to paragraph 6 above, each witness or potential witness to whom disclosure is to be made, shall sign a statement that he or she has read a copy of this

Confidentiality Stipulation and agrees to be bound by its provisions.

Dated: March 25, 2011.

SO ORDERED:

  
VICKI MILES-LAGRANGE  
CHIEF UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND ENTRY:

s/Shannon C. Haupt  
Jana B. Leonard, OBA No. 17844  
Shannon C. Haupt, OBA No. 18922  
LEONARD & ASSOCIATES, P.L.L.C.  
8265 South Walker Avenue  
Oklahoma City, OK 73139  
(405) 239-3800 Telephone  
(405) 239-3801 Facsimile  
[leonardjb@leonardlaw.com](mailto:leonardjb@leonardlaw.com)  
[haupts@leonardlaw.com](mailto:haupts@leonardlaw.com)  
*Attorneys for Plaintiffs*

s/ Victor F. Albert  
Victor F. Albert, OBA No. 12069  
CONNER & WINTERS, LLP  
1700 One Leadership Square  
211 N. Robinson  
Oklahoma City, Oklahoma 73102  
(405) 272-5711 Telephone  
(405) 232-2695 Facsimile  
[vablert@cwlaw.com](mailto:vablert@cwlaw.com)  
*Attorney for Defendants*